

County of Los Angeles  
**DEPARTMENT OF PUBLIC SOCIAL SERVICES**

12860 CROSSROADS PARKWAY SOUTH • CITY OF INDUSTRY, CALIFORNIA 91746  
Tel (562) 908-8400 • Fax (562) 908-0459



BRYCE YOKOMIZO  
Director



Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

May 17, 2005

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**INTERJURISDICTIONAL EXCHANGE AGREEMENT WITH THE STATE OF  
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES (CDSS) FOR THE  
SERVICES OF PATRICK FINCH, SOCIAL SERVICES SUPERVISOR**

**(ALL SUPERVISORIAL DISTRICTS- 3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Director of the Department of Public Social Services (DPSS) to negotiate and execute the contract in substantially similar form to the attached Standard Agreement (Exhibits A,B,C,D and Certification forms) with CDSS to permit the temporary reassignment of one DPSS staff person, Patrick Finch, at the level of Social Services Supervisor (SSS) for the purpose of providing support to the Program Operations Bureau of CDSS in the development of policies and procedures for implementation of the In-Home Supportive Services (IHSS) Quality Assurance (QA) program, effective upon the subsequent approval of CDSS through June 30, 2006. The costs of the SSS salary and employee benefits will not exceed \$92,923.48 and will be reimbursed by CDSS. In addition, Mr. Finch will sign a letter of Agreement with the CDSS for direct reimbursement for lodging, meals, traveling, incidentals, and vehicle rental and mileage expenses. The cost of these expenses are currently unknown, but shall be paid for by Mr. Finch and CDSS, and not the County.
2. Delegate authority to the Director of DPSS to sign any forthcoming amendments to the Standard Agreement to accept future funding to continue Mr. Finch's services, in an amount not to exceed \$82,029 for the period of July 1, 2006 through June 30, 2007, and, to include the authority to sign any other amendments, upon review and approval by County Counsel, and on condition that such amendments address only assignment changes or other changes requested by the State.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The California Department of Social Services is tasked with implementation of Senate Bill 1104, Quality Assurance Initiative, designed to promote improved and uniform services and enhance program integrity in the IHSS program. CDSS asked counties to recommend IHSS staff with program knowledge to assist the State in the development of QA policies and procedures.

As Los Angeles County has 43 percent of the State's IHSS population, our representation is highly significant. Also, CDSS has acknowledged the excellence of Los Angeles County's efforts in the area of IHSS QA and training.

Under this Agreement, the Social Services Supervisor salary and employee benefits will continue to be paid by Los Angeles County at the prevailing rate and pay schedule. However, the County will be reimbursed for the cost by CDSS. Therefore, this Agreement would result in no Net County Cost.

This temporary reassignment will give DPSS and the County a significant role in policy decisions and the implementation of a number of important QA policies and procedures. The selected Social Services Supervisor in the IHSS Program will bring a wealth of County IHSS program expertise as well as the County's perspective on the development of these new policies and procedures.

### **Implementation of Strategic Plan Goals**

The recommended actions are consistent with the principles of the Countywide Strategic Plan, Goal 5: Children and Families' Well-Being as measured by achievements in the five outcome areas adopted by the Board: good health; economic well-being; safety and survival; social and emotional well-being; and education/workforce readiness.

### **FISCAL IMPACT/FINANCING**

The cost of this recommendation is approximately \$92,923.48 in salaries and Employee benefits, an estimated \$12,895.10 for FY 2004-05 has been included in DPSS' adopted budget. \$80,028.38 has been included in the proposed FY 2005-06 budget. This amount will be fully reimbursed by the State. If the Director executes the option for a one-year extension of this contract the total additional cost of salary and Employee benefits will not exceed \$82,029 for FY 2006-2007. There are no other Net County Costs involved in this reassignment since the State has agreed to pay for the living expenses directly to Mr. Finch. Living expenses include travel, lodging, meals, incidentals and vehicle rental and/or mileage expenses.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Agreement term will be in effect upon CDSS' subsequent approval through June 30, 2006 with the option of an additional one-year extension, upon agreement of both parties.

There will be no adverse employee impact as a result of this Agreement.

The Agreement will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State and County regulations.

CDSS maintains that the reassignment of the Social Services Supervisor would be a benefit to the State in meeting the need to implement QA in a timely and efficient manner.

The Agreement meets the program needs of both DPSS and CDSS and will serve a sound mutual public purpose. This temporary reassignment is being requested because there is no other equitable method of providing the Social Services Supervisor expertise through the existing CDSS organizational structure.

Exhibits A - D and the certification forms provide additional information.

This Agreement is in compliance with and authorized by Government Code Section 19050.8.

The Agreement has been approved as to form by the Chief Administrative Office and County Counsel.

### **CONTRACTING PROCESS**

Advertisement of State/County agreements on the Countywide Office of Small Business Web site is not applicable.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The signing of this Agreement will enable the County to exert a positive impact on State IHSS policies and procedures.

**CONCLUSION**

Upon approval and execution, the Executive Officer, Board of Supervisors, is requested to return one (1) adopted stamped Board Letter to the Department of Public Social Services.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Bryce Yokomizo', written in a cursive style.

Bryce Yokomizo  
Director

Attachment (1)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors  
Auditor-Controller

AGREEMENT NUMBER <b>04-1019</b>
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Department of Social Services

CONTRACTOR'S NAME



Los Angeles County, Department of Public Social Services

2. The term of this Agreement is: through June 30, 2006
3. The maximum amount of this Agreement is: \$ 92,923.48  
Ninety-Two Thousand Nine Hundred Twenty-Three and 48/100 Dollars
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	2 pages
Exhibit A, Attachment 1	4 pages
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit B, Attachment 1	1 page
Exhibit C* – General Terms and Conditions	GTC - 304
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	2 pages
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	0 pages

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Los Angeles County, Department of Public Social Services		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Bryce Yokomizo, Director		
ADDRESS 12900 Crossroads Parkway South, Ste. 200, City of Industry, CA 91746		
STATE OF CALIFORNIA		<input type="checkbox"/> Exempt per:
AGENCY NAME California Department of Social Services		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Kathy Farmer, Chief, Financial Management and Contracts Branch		
ADDRESS 744 P Street, M.S. 7-747, Sacramento, CA 95814		

**EXHIBIT A**  
**(Standard Agreement)**

**SCOPE OF WORK**

- A. The County of Los Angeles (Contractor) agrees to loan to the California Department of Social Services (CDSS) an employee to serve in the capacity of County Consultant for the Disability and Adult Programs Division, Adult Programs Branch, pursuant to Government Code Section 19050.8, as described herein.
- B. Contractor agrees to loan one employee, Patrick Finch, hereinafter referred to as Employee, who will be headquartered in the California Department of Social Services, Adult Programs Branch, Quality Assurance Bureau. Employee's duties are listed in Exhibit A – Attachment 1, Duty Statement.
- C. Contractor agrees to pay Employee a salary equal to that which employee would have earned had Employee remained in her/his permanent position of Social Services Supervisor with the Los Angeles County Department of Public Social Services with the County of Los Angeles, Department of Public Social Services.
- D. Contractor agrees to pay Employee all other benefits of employment to Employee's position with the Contractor. This shall include, but not be limited to, the employer's share of the personal services cost of health insurance, life insurance, and retirement benefits.
- E. Contractor agrees to reimburse Employee for overtime worked at the rate and under conditions approved for Employee's County classification, if authorized by the Contractor, and requested and approved by the State.
- F. Employee shall retain his/her permanent position as IHSS Social Services Supervisor at the County of Los Angeles during the term of this Agreement. The period during which Employee renders services pursuant to this Agreement shall be credited by Contractor to Employee for purposes of determining seniority, promotional status, retirement date, and other employee benefits.
- G. Upon termination of this Agreement, Employee shall return to his/her regular permanent position as an IHSS Social Services Supervisor with the County of Los Angeles.
- H. In the event that CDSS requests an extension of the term of this Agreement, CDSS shall provide the County thirty (30) days advance written or oral notice to allow for County approval of the extension.
- I. Employee maintains all rights to compete in County open and promotional civil service examinations, and State open examinations.
- J. Employee shall abide by State and/or CDSS Disability and Adult Programs Division work rules, policies, and/or practices. Where conflicts may occur with County work rules, policies, and/or practices, State and/or CDSS Disability and Adult Programs Division work rules shall prevail.
- K. In the event that Employee terminates his/her employment with the Contractor, this Agreement shall terminate upon Employee's last day of employment and the Contractor shall not be obligated to loan another employee.
- L. CDSS agrees to reimburse Contractor for actual costs incurred by Contractor under the terms of this Agreement in accordance with Exhibit B - Attachment 1, Budget Detail.

**EXHIBIT A**  
**(Standard Agreement)**

- M. CDSS agrees to provide Employee with workspace, materials, and equipment necessary to complete work assigned.
- N. CDSS agrees to provide any necessary training and/or feedback as needed to allow Employee to complete work assigned.
- O. The project representatives during the term of this agreement will be:

California Department of Social Services

Quality Assurance Bureau  
Name: Martha Bracha  
944 P Street, MS 19-96  
Sacramento, CA. 95814  
Phone: (916) 229-4023

Los Angeles County

Department of Public Social Services  
Name: Bryce Yokomizo, Director  
12900 Crossroads Parkway South, Ste. 200  
City of Industry, CA 91746  
Phone: (562) 908-8383

## **DUTY STATEMENT**

### **QUALITY ASSURANCE INITIATIVE BUREAU Quality Assurance Administrative Unit**

#### **COUNTY CONSULTANT**

Under the general direction of the California Department of Social Services (CDSS) Quality Assurance (QA) Initiative Bureau (SSMII), the County Consultant performs analytical and technical work related to the QA Bureau functions in the State level administration of the In-Home Supportive Services Program and the Medi-Cal Personal Care Services Program (IHSS/PCSP). Under the direct supervision of the CDSS QA Administrative Unit Manager (SSMII) the County Consultant will be responsible for:

- Training and/or providing technical assistance to State IHSS/PCSP QA staff on IHSS/PCSP issues and practices;
- Establishing and/or overseeing a contract for the development and operations of a statewide training program for county IHSS/PCSP workers;
- Developing , piloting and implementing new strategies, methods, processes and procedures, forms, and other tools for IHSS/PCSP QA and program integrity;
- Developing IHSS/PCSP QA regulations, All-County Letters, and policies, procedures and written instructions relating to IHSS/PCSP QA activities being performed by State and county QA staff;
- Resolving paid services, and/or data matches discrepancies between various state computer systems;
- Convening and leading or supporting QA workgroups with counties and other program stakeholders; and
- Monitoring county IHSS/PCSP QA functions.

The objectives of the Bureau are to: 1) allow the State to establish a meaningful presence in all 58 counties to effectively and efficiently evaluate and closely monitor counties to assure that the necessary program services are being provided; 2) ensure that the program service need assessments and service authorizations are consistent with the In-Home Supportive Services Uniformity System; and 3) ensure that county QA functions are being conducted in accordance with State law.

**These are the goals and objectives of the QA and; therefore, the QA Bureau:**

- 40%
- Improve the quality of IHSS service need assessments through statewide training and formal monitoring at the State and local level. It is assumed that more accurate service need assessments will reduce program costs.
    - Includes the intent that CDSS IHSS/PCSP caseload review responsibility will move to the county level on a permanent and ongoing basis, and that the State will instead monitor county QA activity.



- Includes authorization for variable reassessment intervals with an expectation that this will allow counties to better focus on resources where costs can be avoided (e.g., waiting longer to reassess stable cases allowing resources to be applied to cases that might improve within 12 months reducing the number of service hours required).

35%

- Create IHSS program consistency (e.g., common medical certification form, hourly task guidelines, provider enrollment process).
- Prevent and detect IHSS program fraud and abuse, and act on it. Publicize avenues for reporting suspected fraud and abuse to the State. Includes requirement that each county have a dedicated IHSS QA function and carry out specified QA and program integrity activities.
- Identify and recover inappropriate IHSS program payments or payments due and payable by liable third parties for program services. Establish routine error studies and IHSS/Medi-Cal paid services data matches to identify potential duplicate payments.
- Establish baseline IHSS provider participation standards and requirements, and formally enroll all providers in the program.
- Create common operational protocols, procedures and written instructions for how counties will carry out their IHSS QA responsibilities, and how the State and counties will interact on common activities.
- Complete an IHSS regulations review and make appropriate revisions.
- Provide for county and program stakeholder participation and input in the development of the IHSS QA features.

**These represent the workload that the Bureau will have at least some involvement in:**

25%

1. Annual error rate study
2. IHSS/Medi-Cal data match development
3. Hourly task guidelines development
4. Standard protective supervision medical certification form development
5. Statewide assessment training program

6. State/county protocols, procedures and instructions:
  - a. State monitoring of county QA programs
  - b. County actions on data match discrepancies
  - c. County identification of third party liability for IHSS
  - d. Local program monitoring by counties to detect fraud and maximize recovery of overpayments
  - e. County informing recipients, providers and the general public of the Medi-Cal toll-free line and website for reporting suspected fraud
  - f. Joint case reviews, including random post-payment claims reviews, identifying, referring to DHS, and working collaboratively to investigate, take administrative actions on or prosecute fraud
7. Provider participation, including enrollment form development, exclusion rules and procedures, reporting processes, and notice and due process
8. Overpayment handling and recovery, notice and due process
9. IHSS regulations revision
10. Periodic stakeholder meetings
  - a. Methods for verifying recipient receipt of services
  - b. Alternatives to a full reassessment to authorize a temporary service increase following discharge

**Subject Matter Expected to Require New Regulations:**

- Protective supervision medical certification form.
- Statewide hourly task guidelines.
- Variable assessment intervals.
- Program regulations review.
- Verification of the receipt of supportive services by program recipients.
- IHSS/PCSP provider enrollment form and provider participation and enrollment requirements.
- Recovery of overpayments from supportive services providers.

**1. Supervision Received**

The County Consultant is directly supervised by the SSM I over the unit in the Bureau to which they are assigned, but may receive some assignments and direction from a lead analyst on certain projects. The incumbent is required to utilize initiative and resourcefulness in completing assignments.

**2. Supervision Exercised**

The County Consultant may be required to act as a lead analyst on special projects and/or for the Unit Manager in her absence.

**3. Administrative Responsibility**

May have some administrative responsibilities for contract approval.

**4. Personal Contacts**

The County Consultant will have frequent contact with all levels of CDSS departmental employees, representatives from other governmental agencies, legislative and legal staff, advocates, other program stakeholders and members of the general public.

**5. Actions and Consequences**

The County Consultant exercises good judgment regarding the selection, value and scope of activities. Adverse consequences can result in the loss of credibility with the Legislature, CWDA, and other governmental agencies.

**EXHIBIT B**  
**(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**A. Invoicing and Payment**

1. The maximum amount payable under this Agreement shall not exceed \$92,923.48. Shown below are the amounts that cannot be exceeded for each of the fiscal year(s):

2004/05 \$12,895.10  
2005/06 \$80,028.38

2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), CDSS agrees to pay the Contractor for said services in accordance with the rates specified in Exhibit B, Attachment 1 – Budget Summary.
3. Invoices shall include the Agreement Number 04-1019 and Index Code 4906, and shall be submitted in triplicate not more frequently than monthly in arrears to:

California Department of Social Services  
Adult Programs Branch  
8745 Folsom Boulevard, Suite 230  
Sacramento, CA 95826  
Attn: Martha Bracha

Any invoices submitted without the above referenced information may be returned to the Contractor for further re-processing.

**B. State Budget Contingency Clause**

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CDSS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CDSS shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

**C. For Contract With Federal Funds**

1. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.
3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
4. CDSS has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

**EXHIBIT B**  
**(Standard Agreement)**

**D. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**E. Review**

CDSS reserves the right to review service levels and billing procedures as they impact charges against this Agreement.

**F. Final Billing**

Invoices for services must be received by CDSS within 90 days following each state fiscal year, or 90 days following the end of the contract term, whichever comes first. The final invoice must include the statement "Final Billing."

**G. Travel Reimbursement**

CDSS agrees to reimburse Employee directly for travel and per diem expenses necessarily incurred in the performance of services under this Agreement. Reimbursement shall be in accordance with current Department of Personnel Administration Regulation 599.619 for comparable classes. Travel expenses must be itemized and submitted, along with supporting receipts and expense documentation, on travel forms which have been approved by the State. No travel outside the State of California shall be reimbursed unless prior authorization is obtained through the State's approval process for out-of-state travel.

**H. Budget Modifications**

1. Changes to the line-item budget may be made without formal contract amendment provided the Contractor adequately documents the need for the changes and all of the following requirements are met:
  - a. Change to any individual line-item that does not exceed \$20,000 or 10% of the contract total, whichever is less (any number of line-items may be adjusted as long as no one line-item adjustment exceeds the limits herein described).
  - b. The total amount of the Agreement does not change.
  - c. The Contractor submits a written request for budget modification and explains the need for change(s) and specifically identifies item(s) to be reduced or increased.
  - d. CDSS approves such changes in writing prior to implementation. The CDSS Quality Assurance Bureau Manager shall have thirty (30) days from receipt of the request to approve or deny the request for the exchange of funds between line items.
2. Any budget change not meeting the above conditions shall be by contract amendment.

# EXHIBIT B, Attachment 1

## COUNTY OF LOS ANGELES PROJECTED SALARIES AND BENEFITS COSTS

(For the Period: 05/1/05 - 6/30/06)

Employee: Patrick Finch

FY 2004/05 (05/1/05 - 6/30/05)	Annual Salary	2 Month Cost	Monthly Cost*	
Salary:				
Base Salary	\$ 54,115.68	\$ 9,019.28	\$ 4,509.64	**
COLA 2.5% eff 1/1/05		\$ 225.48	\$ 112.74	
<b>Total Salary</b>		<b>9,244.76</b>	<b>4,622.38</b>	
Benefits:				
Choices		\$ 1,204.16	\$ 602.08	
Thrift Plan		\$ 97.67	\$ 48.83	
FICA		\$ 89.68	\$ 44.84	
Retirement		\$ 509.10	\$ 254.55	
Retiree Health		\$ 440.55	\$ 220.28	
Long Term Disability		\$ 43.74	\$ 21.87	
UIB		\$ 7.41	\$ 3.71	
Certificate of Participation		\$ 125.04	\$ 62.52	
Pension Bond		\$ 340.13	\$ 170.07	
Worker's Compensation		\$ 529.13	\$ 264.56	
Health Insurance Subsidy		\$ 25.36	\$ 12.68	
Dental Insurance Subsidy		\$ 26.31	\$ 13.16	
Bilingual Bonus		\$ 67.36	\$ 33.68	
Sick Buyback		\$ 19.96	\$ 9.98	
Overtime		\$ 124.74	\$ 62.37	
<b>Total FY 2004/05 Cost</b>		<b>\$ 12,895.10</b>	<b>\$ 6,447.56</b>	

FY 2005/06 (7/1/05 - 6/30/06)	Annual Salary	Jul-05 Cost	Aug 05- Dec 05 Cost***	Jan 06 - Jun 06 Cost	12 month Cost	Monthly Cost*
Salary:						
Base Salary	\$ 57,133.08	\$ 4,622.38	\$ 23,805.45	\$ 28,566.54		\$ 4,761.09
COLA 2.5% eff 1/1/06				\$ 714.16		\$ 119.03
<b>Total Salary</b>		<b>4,622.38</b>	<b>23,805.45</b>	<b>\$ 29,280.70</b>	<b>\$ 57,708.53</b>	<b>\$ 4,880.12</b>
Benefits:						
Choices		\$ 602.08	\$ 3,010.42	\$ 3,612.50	\$ 7,225.00	\$ 602.08
Thrift Plan		\$ 48.83	\$ 244.17	\$ 293.00	\$ 586.00	\$ 48.83
FICA		\$ 46.77	\$ 240.86	\$ 296.26	\$ 583.89	\$ 48.66
Retirement		\$ 253.69	\$ 1,268.46	\$ 1,522.15	\$ 3,044.30	\$ 253.69
Retiree Health		\$ 249.79	\$ 1,248.97	\$ 1,498.77	\$ 2,997.53	\$ 249.79
Long Term Disability		\$ 24.49	\$ 122.43	\$ 146.91	\$ 293.83	\$ 24.49
UIB		\$ 3.69	\$ 13.71	\$ 22.15	\$ 39.55	\$ 3.30
Certificate of Participation		\$ 67.92	\$ 339.62	\$ 407.54	\$ 815.08	\$ 67.92
Pension Bond		\$ 179.84	\$ 899.22	\$ 1,079.07	\$ 2,158.13	\$ 179.84
Worker's Compensation		\$ 242.09	\$ 1,210.47	\$ 1,452.56	\$ 2,905.12	\$ 242.09
Health Insurance Subsidy		\$ 14.45	\$ 72.26	\$ 86.71	\$ 173.42	\$ 14.45
Dental Insurance Subsidy		\$ 19.16	\$ 95.79	\$ 114.95	\$ 229.90	\$ 19.16
Bilingual Bonus		\$ 33.57	\$ 167.84	\$ 201.40	\$ 402.81	\$ 33.57
Sick Buyback		\$ 9.95	\$ 49.73	\$ 59.67	\$ 119.35	\$ 9.95
Overtime		\$ 62.16	\$ 310.81	\$ 372.97	\$ 745.94	\$ 62.16
<b>Total FY 2005/06 Cost</b>		<b>\$ 6,480.86</b>	<b>\$ 33,100.21</b>	<b>\$ 40,447.31</b>	<b>\$ 80,028.38</b>	<b>\$ 6,740.10</b>

**Total Anticipated Cost (05/1/05 - 6/30/06) \$ 92,923.48**

\*Monthly cost is rounded

\*\*jrivas:

Mr. Finch is currently on the 7th step of the SSS position

\*\*\*jrivas:

Effective August 1, 2005 Mr. Finch will get a step increase to the max salary of \$4,761.09 per month.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 304 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.



15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. UNION ACTIVITIES For all contracts, except fixed price contracts of \$50,000 or less, the Contractor acknowledges that:

By signing this agreement Contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this agreement and agrees to the following:

- a) Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
- b) No state funds received under this agreement will be used to assist, promote or deter union organizing.
- c) Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.
- d) If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.

**EXHIBIT D**  
**(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

**A. Dispute Provisions**

1. If the Contractor disputes a decision of the State's designated representative regarding the performance of this Agreement or on other issues for which the representative is authorized by this Agreement to make a binding decision, Contractor shall provide written dispute notice to the State's representative within 15 calendar days after the date of the action. The written dispute notice shall contain the following information:
  - a. the decision under dispute;
  - b. the reason(s) Contractor believes the decision of the State representative to have been in error (if applicable, reference pertinent contract provisions);
  - c. identification of all documents and substance of all oral communication which support Contractor's position; and
  - d. the dollar amount in dispute, if applicable.
2. Upon receipt of the written dispute notice, the State program management will examine the matter and issue a written decision to the Contractor within 15 calendar days. The decision of the representative shall contain the following information:
  - a. a description of the dispute;
  - b. a reference to pertinent contract provisions, if applicable;
  - c. a statement of the factual areas of agreement or disagreement; and
  - d. a statement of the representative's decision with supporting rationale.
3. The decision of the representative shall be final unless, within 30 days from the date of receipt of the representative's decision, Contractor files with the California Department of Social Services a notice of appeal addressed to:

California Department of Social Services  
744 P Street, M.S. 7-747  
Sacramento, CA 95814  
Attention: Chief, Contracts Bureau

Pending resolution of any dispute, Contractor shall diligently continue all contract work and comply with all of the representative's orders and directions.

**B. Termination Without Cause**

This Agreement may be terminated without cause by the State upon 30 days written notice to the contractor.

**C. Debarment and Suspension**

For federally funded agreements in the amount of \$100,000 or more, the Contractor agrees to certify that he/she and their principals are not debarred or suspended from federal financial assistance programs and activities. Contractor agrees to sign and return to CDSS the "Certification regarding Debarment, Suspension, Ineligibility and voluntary Exclusion-Lower Tier Transactions". If applicable, a copy of this form is being forwarded to the Contractor with this Agreement. (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17).

**D. Certification Regarding Lobbying**

For Agreements with Contractors who are State entities not under the authority of the Governor, or cities, private firms or agencies which are receiving in excess of \$100,000 in federal funds from CDSS to perform services, the Contractor agrees to sign and submit to CDSS the 'Certification Regarding Lobbying' form which is being forwarded to the Contractor with this Agreement. (Section 1352, Title 31 of the U.S. Code).

**EXHIBIT D**  
**(Standard Agreement)**

**E. Computer Software Copyrights**

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**F. A-133 Audit**

For any contract with a state or local agency, non-profit agency, or an institution of higher education containing at least \$500,000 of federal funds, the Contractor agrees to obtain an agency-wide, independent audit in accordance with the Federal Office of Management and Budget (OMB) Circular A-133. All OMB Circular A-133 audit reports shall meet the reporting requirements established in OMB § 1101.320 "Report Submission" and a copy shall be forwarded to CDSS.

**G. Priority Hiring**

For any contract in excess of \$200,000, the Contractor is obligated to give priority hiring consideration in filling vacancies for positions funded by this contract to qualified recipients of aid under Welfare and Institution Code Section 11200. The requirement shall not interfere with or require a violation of a collective bargaining agreement, a federal affirmative action obligation or hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.

**H. Subcontractors**

(Applicable to agreements in which the Contractor subcontracts out a portion of the work) Nothing contained in this Agreement or otherwise shall create any contractual relationship between CDSS and any subcontractors, and no subcontractor shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be fully responsible to CDSS for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the obligation of CDSS to make payments to the Contractor. As a result, CDSS shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

## **INSTRUCTIONS FOR CERTIFICATION**

- 1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.**
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.**
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.**
- 4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "proposal", and "voluntarily excluded", as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.**
- 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.**
- 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.**
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.**
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.**
- 9. Except for transactions authorized under paragraph 5 of these instructions, if the participant in a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.**

## CERTIFICATION REGARDING LOBBYING

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Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

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Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1325, Title 31, U. S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of no less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Grant or agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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Authorized Signature

Bryce Yokomizo, Director

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Printed Name and Title

Los Angeles County  
Department of Public Social Services

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Agency Name

---

Date

04-1019

---

Agreement Number

12900 Crossroads Parkway South  
City of Industry, CA 91746

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Address

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION-LOWER TIER TRANSACTIONS**

**This certification is required by Executive Order 12549, 7 CFR Part 3017, 45 CFR  
Part 76, and 44 CFR Part 17.**

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.**
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

**Bryce Yokomizo**

**Director**

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title

**Los Angeles County  
Department of Public Social Services**

**04-1019**

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Agreement Number

CCC-304

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> <i>County of Los Angeles, Department of Public Social Services</i>		<i>Federal ID Number</i> <i>95-6000927</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> <i>Bryce Yokomizo, Director</i>		
<i>Date Executed</i>	<i>Executed in the County of</i> <i>Los Angeles</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) any available counseling, rehabilitation and employee assistance programs; and,
  - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - 1) receive a copy of the company's drug-free workplace policy statement; and,
  - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible



for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

4. UNION ORGANIZING: Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.

5. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

6. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

7. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

8. DOMESTIC PARTNERS: Commencing on July 1, 2004 Contractor certifies that it is in compliance with Public Contract Code section 10295.3 with regard to benefits for domestic partners. For any contracts executed or amended, bid packages advertised or made available, or sealed bids received on or after July 1 2004 and prior to January 1, 2007, a contractor may require an employee to pay the costs of providing additional benefits that are offered to comply with PCC 10295.3.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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